ber to maintain this action. Where a member has forfeited his policy the insurer may impose conditions for reinstatement and until these are met insured has no rights. *Brun* v. *Supreme Council,* 15 Colo. App. 538; *McLaughlin* v. *Supreme Council,* 184 Mass. 298. The principal case shows clearly that where the insurer requires the approval of one of its officers before reinstatement, such approval must be had and it is this one element that distinguishes it from cases arising under policies which provide for "opportunity for reinstatement under similar conditions" (conditions the same as those under which the policy was issued). See *Lovick* v. *Life Association,* 110 N. C. 93.

INSURANCE—SUBORDINATE LODGE AGENT OF INSURER—LOAN BY SUBORDINATE LODGE TO INSURED.—Defendant is a fraternal order issuing life insurance and having many local lodges over which are Grand Lodges, all subordinate to one Supreme Lodge. The by-laws provided for assessments and dues and for suspension of members in case of failure to pay the assessments. Under the by-laws the local lodge was given full power to suspend members and to reinstate them without the approval of the Grand Lodge and to reinstate the insurance of a suspended member. Insured (since deceased) was in straitened circumstances financially and applied to his local lodge for a loan to tide him over several assessments. The local lodge on January 1st loaned him four month's dues and he moved away relying upon the local lodge to meet the assessments, which it did for two months and then without any notice discontinued payments and insured was suspended. He tendered all the payments that were due but the local lodge refused either to accept them or to reinstate him. *Held,* that the local lodge was the agent of the Grand Lodge and that the loan to the insured was valid and subjected the lodge to the duty of meeting the assessments. *Johanson* v. *Grand Lodge A. O. U. W. of Utah, Wyoming and Idaho* (1906), — Utah —, 86 Pac. Rep. 494.

To the effect that the local lodge is the agent of the Grand Lodge and not of the insured see *Knights of Pythias* v. *Withers,* 177 U. S. 260; *Fraternal Aid Association* v. *Bowers,* 67 Kan. 420; *Murphy* v. *Independent Order, etc.,* 77 Miss. 836. Even where the by-laws declare that the local lodge is the agent of the insured and not of the Grand Lodge effect will not be given to the provision where the facts are clearly the other way. *Whiteside* v. *Supreme Conclave, etc.,* 82 Fed. 275; *Supreme Lodge* v. *Davis,* 26 Colo. 252. An act or promise of an officer superintending the business of a mutual benefit association, even though beyond his powers as defined in the by-laws, if acted upon by the member, will bind the association. *McCorkle* v. *Ins. Co.,* 71 Texas 149. The court in giving full effect to the contract entered into between the local lodge and the insured follows a line of authority which holds that where the local lodge is given authority as it is in this case it becomes more than a mere collection agency. *Wallace* v. *Mystic Circle,* 121 Mich. 263. The courts incline to the view that the local lodge being given complete authority over the collection of assessments and the standing of members, a waiver by it of any payments is binding upon the

Grand Lodge. *Grand Lodge* v. *Lachmann,* 199 Ill. 140; *Whiteside* v. *Supreme Order, etc.,* 82 Fed. 275. A forfeiture will not be declared when it is shown that the insured has acted in good faith and that the facts show that the association has waived strict compliance with the by-laws. *Sweetser* v. *Odd Fellows Mutual Aid Association,* 117 Ind. 97; *National Benefit Association* v. *Jones,* 84 Ky. 110; *Coverdale* v. *the Royal Arcanum,* 193 Ill. 91. As regards the transaction between the insured and the local lodge the court holds that it can only be regarded as a loan. The parties intended it as such, and when the transaction took place the subordinate lodge had in its possession money received from the deceased. Since the local lodge is the agent of the Grand Lodge and not of the insured its failure to remit the assessment cannot be charged to him. If the assessment was not remitted, the local lodge misappropriated funds belonging to the Grand Lodge.

INTERSTATE COMMERCE—STATE STATUTE INDIRECTLY AFFECTING.—South Carolina (Civ. Code, 1902, vol. 1, § 1710), requires a carrier to trace freight shipped over it or a connecting carrier and makes the carrier liable for all loss in the same manner as if the loss had occurred on its own lines, unless upon demand of shippers, consignees, or their assigns, it informs them when, where, and by which carrier the said freight was damaged. It is also provided that if a carrier can prove, that by the exercise of due diligence it has been unable to trace the line upon which such loss occurred it shall be excused from liability under this section. § 2176 provides that a carrier shall be liable for shipments over it and connecting lines unless it produces a receipt from a connecting carrier. Acts of 1903, 24 St. at Large, p. 1, Sec. 1, provide that any through bill of lading shall constitute *prima facie* evidence of the liability of any one of a number of connecting carriers for loss of goods in transit. In an action brought against a railroad company to recover damages for the loss of certain contents of a trunk delivered to the defendant for transportation, from a point in South Carolina to a point in Illinois over defendant's road and certain connecting roads, it was contended that the above sections and act were unconstitutional because when applied to interstate lines they impose a burden on interstate commerce, but it is *held* the acts in question are constitutional because they merely provide rules of evidence, *Skipper* v. *Seaboard Air Line Ry.* (1906), — S. C. —, 55 S. E. Rep. 454.

The Court in announcing this conclusion relies upon *Chicago, Milwaukee & St. Paul Ry. Co.* v. *Solan,* 169 U. S. 133, 18 Sup. Ct. Rep. 289, 42 L. ed. 688; and *Richmond Ry. Co.* v. *R. A. Patterson Tobacco Co.,* 169 U. S. 311, 18 Sup. Ct. Rep. 335, 42 L. ed. 759. The latter of these cases is perhaps more directly in point. In that case the court held that a state statute declaring that a common carrier accepting goods for transportation to a point beyond its own terminus assumes an obligation for their safe carriage to that point, unless otherwise provided by a written contract, signed by the shipper, merely establishes a rule of evidence and does not restrict the right of the carrier to limit his obligation by contract and hence is not, as applied to interstate commerce, a regulation thereof. Other